

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6290

Investigation into the establishment of)
guidelines for distributed utility planning)
by Vermont electric distribution utilities)

MEMORANDUM OF UNDERSTANDING

With respect to the above-referenced docket, the Vermont Department of Public Service and those entities on behalf of which a signature appears at the end of this document stipulate and agree as follows:

1. In this document, the following definitions will apply:
 - a. “ASC” means area-specific collaborative as described in paragraph 5, below.
 - b. “Board” or “PSB” means the Vermont Public Service Board.
 - c. “Collaborative” means the Phase 2 DUP Collaborative established under the Phase I Stipulation.
 - d. “Capacity Constrained Area” means a part of a DU’s T&D system that is constrained by existing or projected load within the reasonably foreseeable future.
 - e. “DPS” or the “Department” means the Vermont Department of Public Service.
 - f. “DG” means distributed generation and includes distributed storage devices.
 - g. “Docket 5980 MOU” means the memorandum of understanding approved by Board order of September 30, 1999 in PSB Docket No. 5980.
 - h. “DSM” means demand-side management including load control.
 - i. “DU” means electric distribution utility.
 - j. “DUP” stands for distributed utility planning and means the conduct of least-cost transmission and distribution planning in a manner that treats DSM, DG, and T&D options in accordance with 30 V.S.A. § 218c(a)(1).
 - k. “DUP analysis and implementation” means the application of DUP to a specific component of the T&D system.
 - l. “EEU” means the energy efficiency utility established under the Board’s order of

September 30, 1999 in PSB Docket No. 5980.

- m. “Guidelines” means the Guidelines for Distributed Utility Planning appended as Attachment A to the Phase I Stipulation, as may be amended from time to time by order of the Board.
- n. “MOU” means this Memorandum of Understanding among the Parties, except where used as part of the phrase “Docket 5980 MOU.”
- o. “Non-Constrained Area Project” means a T&D system project that is not in a Capacity Constrained Area.
- p. “Parties” means the Department and those entities on behalf of which a signature appears at the end of this document, except where the context clearly indicates that the term refers only to the Department and those entities that have signed a Supplemental Agreement.
- q. “Phase I Stipulation” means the Phase I Stipulation in this matter filed on September 22, 2000 and approved by Board order of March 7, 2001.
- r. “Supplemental Agreement” means an agreement that states that it supplements this MOU and is among the Department, one or more DUs, or one or more parties to this docket.
- s. “T&D” means transmission and distribution.

DUP and Area-Specific Collaboratives

2. As stated in the Docket 5980 MOU, ¶ 28, DUs:

[H]ave the responsibility to engage in least-cost transmission and distribution system planning and effectively implement such plans. Utility transmission and distribution planning activities shall be conducted under DUP.

The Docket 5980 MOU also states at ¶¶ 1r and 16 respectively:

“System-wide Programs” means all DSM programs, including but not limited to the Core Programs, except for those DSM programs offered or required to be offered by a DU as a result of DUP.

This MOU is conditioned upon a Board finding that the EEU structure and System-wide Program proposal outlined herein, when approved by the Board and implemented in accordance with this MOU, shall be considered to fulfill the future obligations of each DU which signs this MOU to plan for and conduct System-wide Programs under 30 V.S.A. §§ 218c, 218b; the Board's orders in Docket Nos. 5270 or 5330; or any requirements to plan for and conduct System-wide Programs contained in a Board order specific to a DU which signs this MOU.

3. The Department and each DU that signs this MOU and a Supplemental Agreement stipulate, as a matter of fact, to those areas, if any, of the T&D system of each such DU concerning which, as of September 12, 2002, DUP analysis and implementation should be performed. The description of each such area, if any, is contained in a Supplemental Agreement between the Department and the DU.
4. With respect to the service territory of each DU that signs this MOU and a Supplemental Agreement, the Department and the DU stipulate, based on the information that has been mutually considered to date by the Department and the DU, that, as a matter of fact, the only areas concerning which DUP analysis and implementation should be performed as of September 12, 2002 are those described in a Supplemental Agreement. The Department and each DU that signs this MOU and a Supplemental Agreement also agree that the DU's obligation to conduct DUP analysis and implementation during the period September 12, 2002 through September 11, 2007 is as set out in paragraph 7, below. The Department's agreement to this paragraph is subject to the DU's duty to monitor as stated in paragraph 8, below. This MOU shall not preclude the Department from asserting, based on material information that was not disclosed to the Department by the DU during the discussions that led to this MOU or that comes to light after September 12, 2002, that DUP analysis and implementation is necessary for an area not described, in a Supplemental Agreement, as needing such analysis and implementation.
5. For each T&D system area that a Supplemental Agreement describes as the subject of an agreement for the performance of DUP analysis and implementation, the Department and the other parties to such Supplemental Agreement shall engage in an ASC. Each such ASC will be an ongoing settlement negotiation among the parties thereto and should be assigned

a subdocket number within this docket (i.e., 6290-A, 6290-B etc.). Each such ASC will seek to reach agreement, for the area of the T&D system that is the subject of the ASC, on at least the following: identification and screening of traditional T&D options and of DSM and DG options consistent with the Guidelines; an appropriate mix of resources to address the relevant T&D constraint(s); and resource allocations, investment levels, and implementation plans to acquire the agreed-upon mix of resources; the allocation of network investments and costs to customers, if any, whose loads are primarily responsible for the need for said investment and costs; and the accounting, ratemaking and cost recovery for non-utility owned DUP DG acquired under such plans. Each such ASC will monitor progress on implementation of the chosen DUP option(s), and if necessary will seek to reach agreement on revisions to resource decisions or implementation plans. Further matters concerning each such ASC may be set out in the Supplemental Agreement that governs the ASC.

6. It is the Parties' intention that, for areas for which there is an ASC, DUP analysis and implementation, including setting levels of resources to be devoted to acquisition of T&D facilities, DSM or DG, should be determined in accordance with 30 V.S.A. § 218c(a)(1), the Guidelines and paragraph 34 of the Docket 5980 MOU¹ and giving due consideration to other appropriate factors, including but not limited to resource availability, financial constraints, and financial effects on the utility and its customers.
7. The Parties agree that, as a transitional mechanism, the duty of a DU that signs this MOU to conduct DUP analysis and implementation shall be limited, during the period September 12, 2002 through September 11, 2007, to: areas identified in a Supplemental Agreement; Capacity Constrained Areas, not identified in a Supplemental Agreement, that emerge after

¹Paragraph 34 of the Docket 5980 MOU states:

When considering the cost-effectiveness of alternatives to a new T&D investment, a DU shall choose the optimal investment strategy, determined under the societal test as defined in Docket No. 5270, subject to the constraints that the chosen strategy produces positive electric system net benefits including T&D cost savings, energy and capacity, and that it will enable the DU to operate its electric system in a safe and reliable manner.

September 12, 2002; and any Non-Constrained Area Project the capital costs of which exceed \$2,000,000², including any reasonably foreseeable related projects, sub-projects, and multiple phases. After September 11, 2007, the foregoing cost limitation on DUP analysis and implementation for Non-Constrained Area Projects shall continue unless and until modified or discontinued by order of the Board, after notice and opportunity for hearing, upon motion of any Party. For purposes of this paragraph and paragraph 8, below, mere propinquity (i.e. nearness in place or time) shall not create a presumption that T&D projects are related projects.

8. Each DU that signs this MOU shall monitor developments on its T&D system. During the period September 12, 2002 through September 11, 2007, this duty shall be limited, for purposes of DUP, to monitoring for the emergence of Capacity Constrained Areas that are not identified in a Supplemental Agreement and Non-Constrained Area Projects the capital costs of which exceed \$2,000,000 (including any reasonably foreseeable related projects, sub-projects, and multiple phases). During the period previously identified in this paragraph, the following shall apply:
 - a. Each DU that signs this MOU shall bring promptly to the attention of the Department any such (1) emerging Capacity Constrained Area or (2) Non-Constrained Area Project for consideration of whether the Capacity Constrained Area or Non-Constrained Area Project should be the subject of DUP analysis and implementation by the DU.
 - b. If the Department and the DU agree to create a new ASC with respect to such (1) Capacity Constrained Area or (2) Non-Constrained Area Project, or to include the area or project in an existing ASC, the provisions of this MOU shall apply, as shall the provisions of the Supplemental Agreement pertaining to the existing ASC, if any, in which the Capacity Constrained Area or Non-Constrained Area Project is agreed to be included.
 - c. If the Department and the DU create a new ASC with respect to such (1) Capacity

²As used in paragraph 7 and 8 of this MOU, said \$2,000,000 threshold is expressed in year 2002 dollars and shall be adjusted for inflation.

Constrained Area or (2) Non-Constrained Area Project, or include the area or project in an existing ASC, they shall submit an appropriate Supplemental Agreement to the Board for approval.

- d. In the event that, under this paragraph, DPS declines to engage in an ASC, the Department agrees to be reasonably available to the DU for consultation concerning a Capacity Constrained Area or T&D Non-Constrained Area Project brought to its attention in accordance with this paragraph.
- e. In the event that either the DPS or a DU declines to engage in an ASC with respect to a Capacity Constrained Area or T&D Non-Constrained Area Project brought to the Department's attention by the DU in accordance with this paragraph, and if, under Attachment B described in paragraph 16, below, the area or project is subject to DUP analysis and implementation:
 - (1) The DU shall determine the societally least-cost alternative for the non-ASC area or project in accordance with 30 V.S.A. § 218c(a)(1) and paragraph 34 of the Docket 5980 MOU.
 - (2) If the alternative identified in subparagraph (1), immediately above, includes DSM or DG not owned by the DU, then the DU may consider in its planning the factors enumerated in paragraph 6, above. The consideration of such factors shall apply only to consideration of the alternative as a whole and not to individual programs or measures which are part of the alternative.
 - (3) After complying with subparagraphs (1) and (2), immediately above, the DU may petition the Board for permission to implement an alternative other than the alternative identified under subparagraph (1), above, which the Board may grant after notice to the Department and opportunity for hearing. In considering such a petition, the Board may consider the factors listed in paragraph 6 above. A decision under this subparagraph shall be binding only as to the alternative which the Board permits or directs to be implemented, and shall not otherwise be binding or create a precedent.

- (4) After complying with subparagraph (1), immediately above, a DU may request that the Board approve distinctive ratemaking treatment for costs associated with a non-ASC project as long as such treatment applies only to implementation of:
- (i) that portion of the alternative identified under said subparagraph (1) that consists of DG not owned by the DU; or
 - (ii) if the DU has also complied with subparagraphs (2) and (3), above, that portion of a different alternative, approved by the Board under subparagraph (3), that consists of DG not owned by the DU.

A decision under this subparagraph shall be binding only as to the alternative for which the Board approves or disapproves distinctive ratemaking treatment, and shall not otherwise be binding or create a precedent.

Future Non-ASC DUP Collaboration

9. The Parties agree that, during the five year period beginning September 12, 2002, the Department will at least semi-annually convene a meeting to which all entities that sign this MOU shall be invited. At each such meeting, one or more representatives of each ASC will provide an update of the activity and status of the ASC. The meeting will serve as a vehicle for sharing information among the ASCs and, as may arise, discussion of potential revisions to the Guidelines or other generic matters, including the role of the EEU, pertaining to DUP. Semi-annual meetings under this paragraph will be conducted outside of a Board docket. Should agreement be reached among the participants on a particular action that requires Board approval to effect, the participants may petition the Board for such action. The Parties agree that DUs shall not be presumed to have obtained information regarding the activities of ASCs to which they are not parties unless or until such information has been conveyed to said DUs at said semi-annual meetings or otherwise. The agenda for the next to last semi-annual meeting under this paragraph shall include: (1) whether the Parties can agree to the implementation of any changes to the terms

and conditions of this MOU or the Guidelines; and (2) whether and how to take into account factors including but not limited to resource availability, financial constraints, and financial effects on the utility and its customers when determining the setting of levels of resources to be devoted to the acquisition of T&D facilities, DSM or DG . Upon the completion of said five year period, each Party shall have the right to petition the Board to modify or discontinue any term or condition of this MOU except for paragraphs 1(j) and (2) above. The referencing or quotation in this MOU of a paragraph from the Docket 5980 MOU shall not create a right to change the Docket 5980 MOU. The Parties agree that, in the event the Department finds it necessary to retain personnel or entities outside the Department to assist it with respect to matters arising under this paragraph, the expenditures for such personnel or entities shall be eligible for allocation to the DUs in accordance with the procedures set forth in 30 V.S.A. § 21, subject to the right of a DU to petition the Board concerning the reasonableness and necessity of such expenditures.

10. The Parties agree that the Collaborative shall continue after October 2, 2002 for a three-month period to address the following items:
 - a. The EEU's role in DUP, including but not limited to its role in the ASCs, if any.
 - b. A tool for estimating DSM potential and cost.
 - c. A tool that estimates the load shapes of DSM measures or programs for use in conducting hourly price analysis.
 - d. Determine the appropriate method for quantifying certain avoided T&D costs as stated in paragraph 12, below.

Avoided Costs, Externalities, and Risk Adjustments

11. Attachment A to this MOU, consisting of three components identified below, is entitled "Avoided Costs and Externality and Risk Adjustments: Generic Inputs to Be Used in DUP." The Parties agree that, in this docket, the Board should approve each of the following, and that such approval shall remain in effect unless and until modified by order in a subsequent docket:
 - a. Attachment A-1, entitled "Direct Avoided Costs," states the avoided generation and

capacity costs and default hourly load shape adjustment that shall be used in DUP analysis and implementation.

- b. Attachment A-2, entitled "Avoided Costs of Non-Targeted T&D," states avoided non-targeted T&D costs that shall be used in DUP analysis and implementation. Each ASC shall seek to reach agreement on the appropriate targeted avoided T&D costs to be used in connection with the area that is the subject of the ASC.
 - d. Attachment A-3, consisting of three parts, respectively entitled "Derivation of Settlement Externalities, 1997 Dollars," "Externality Examples, 2002 Dollars," and "Risk Adjustments," states the externality and certain risk adjustments that shall be used in DUP analysis and implementation. Each ASC shall seek to reach agreement with respect to applicable risk adjustment values to be used in DUP analysis and implementation not addressed in Attachment A-3.
12. With respect to avoided T&D costs, the Parties agree for the purposes of this MOU that, in addition to the specific T&D facilities that may be identified as avoidable or deferrable through area-specific DUP analysis and implementation, other T&D costs may be avoided or deferred through load reductions in the area served by those specific T&D facilities, including the costs of other T&D facilities that would be needed in the future to accommodate load growth not anticipated at the time a DUP analysis is performed. The Parties agree for the purposes of this MOU that, for example due to uncertainties in load, such avoidable costs are normally present and should be recognized in DUP analysis unless, in an ASC the parties thereto agree upon, or the Board approves, an area-specific risk adjustment that such agreement or approval states is intended to reflect the risk of such avoidable costs. During the three-month continuation of the Collaborative contemplated in 10, above, the Parties will work together to agree on the appropriate method for quantifying the avoided costs to be attributed to such other T&D facilities.
13. The Parties to an ASC may agree to update values in Attachment A, and shall seek to agree, for purposes of DUP in connection with the area or areas that are the subject of the ASC, to make appropriate modifications to values contained in that attachment to recognize area specific costs and conditions. If such ASC is conducted within this docket as contemplated

under paragraph 5, above, the Parties to the ASC may obtain approval of such an agreement within this docket rather than in a subsequent docket as contemplated under paragraph 11, above. For purposes of DUP analysis and implementation outside of an ASC, the DU may seek permission from the Board to make appropriate modification to values contained in Attachment A to recognize area specific costs and conditions including but not limited to modifications consistent with paragraph 50 of the Docket 5980 MOU, which provides that “in DUP planning and implementation, area-specific T&D avoided costs should be substituted for system-wide.”

14. The Parties’ agreement to the Attachments referenced in paragraph 11, above, shall establish no precedent or requirement with respect to the use, outside of DUP analysis and implementation, of the avoided costs and externality adjustments contained in said Attachment A. Except with respect to use in DUP analysis and implementation, nothing in this MOU shall preclude Parties from asserting in a future proceeding that the avoided costs and risk, default hourly load shape, and externality adjustments contained in Attachments A-1, A-2, and A-3 are or are not reasonable to use.
15. The Parties agree that the semi-annual meeting process described in paragraph 9, above, may serve as a forum for discussion of whether the avoided costs and risk, default hourly load shape, and externality adjustments contained in Attachment A should be updated for use in DUP analysis and implementation.

T&D Screening Tool

16. The Parties agree that the document attached as Attachment B, entitled “Form for Selection of DUP Target Areas,” constitutes a reasonable tool for a DU that signs this MOU to use in determining whether a T&D project should be subject to DUP analysis. With respect to such a DU’s decision on whether a T&D project should be subject to DUP analysis, reasonable and good faith application of Exhibit B by the DU shall establish a rebuttable presumption that the DU’s decision complies with the Guidelines.

Supporting Tools and Materials

17. Using materials that have been created within or derived from the Collaborative, the Department may create and distribute a compilation of supporting tools and materials and make this compilation publically available for use in DUP. The Parties agree that the materials within any such compilation shall not be binding. Notwithstanding the foregoing, the Department may decide to include, in such a compilation, the Docket 5980 MOU, settlement documents approved in this docket, the Guidelines and one or more attachments to this MOU, and if so this paragraph shall have no effect on the legal status of those documents.
18. The Parties agree that the semi-annual meeting process described in paragraph 9, above, may serve as a forum for discussion of whether supporting materials and tools included the compilation described immediately above should be updated.

Cost Recovery

19. Solely for the purpose of providing relevant information in one document, the Parties acknowledge that ¶ 33 of the Docket 5980 MOU provides:

Accounting and ratemaking for a DU's DUP-related DSM activities shall be performed under existing DSM ratemaking rules and principles, including but not limited to the ACE mechanism.

Prudence, used and usefulness and other ratemaking concepts shall apply as defined in Docket No. 5270.

Sharing of Costs Among Utilities

20. To the extent that an ASC involves analysis or implementation of investments in one DU's territory for the purpose of addressing a Capacity Constrained Area or T&D project in another DU's territory, each DU which is a party to such ASC shall work in good faith to negotiate an equitable sharing of costs among the DUs whose territories are affected with costs equitably allocated to each DU whose customers cause the need for, or receive the benefits of, measures to be taken. A DU which is not party to such ASC shall have notice

and an opportunity to be heard prior to the approval by the Board of a cost-sharing arrangement which would allocate costs to such DU.

Interconnection

21. For DUP DG, the interconnection standards that shall apply are those contained in the Institute of Electrical and Electronic Engineers (“IEEE”) P1547/D9, Draft Standard for Interconnecting Distributed Resources with Electric Power Systems unless otherwise agreed to by the DU and the DG operator. At such time as a final adopted interconnection standard is issued by the IEEE pertaining to DG, such final interconnection standard shall apply to DUP DG unless otherwise agreed to by the DU and the DG operator. In the event that, prior to adopting a final standard, the IEEE issues a further draft interconnection standard that is publically available, such further draft interconnection standard shall apply to DUP DG until adoption of a final standard by the IEEE, unless the Board orders otherwise or unless otherwise agreed to by the DU and the DG operator. With respect to any draft standards described in this paragraph, a Party may petition the Board to modify the standard on a showing of good cause.

Section 248 Master Planning

22. In order to facilitate the permitting of DUP DG, the Parties propose that the Board undertake rulemaking to establish a procedure for master plan review of multiple DG facilities to be installed at the same site or multiple sites, for DUP purposes, to address the same T&D constraint. The Parties agree that the conceptual document attached as Attachment C, entitled “Master Planning for DG under 30 V.S.A. § 248” should serve as the starting point for this rulemaking proceeding.

Incentives for DUP Distributed Generation

23. A range of incentives for the development of societally cost-effective customer-side DG may be appropriate as part of a DUP resource acquisition plan. Such incentives should be selected and designed to maximize the probability of achieving a least-cost solution and,

consistent with that objective, to minimize costs to other ratepayers and to manage financial and rate effects. Depending upon the circumstances, such incentives may include but are not limited to:

- a. up-front cash payments;
 - b. continuing performance-based payments;
 - c. assuming costs that normally would be paid by customers connecting DG to a DU's electric network, including:
 - i. interconnection equipment and control measures as are necessary and required to permit the safe and reliable interconnected operation of the DG facility with the host DU's electric network;
 - ii. metering the DG facility, including (where necessary) the cost for determining VAR production and consumption at the facility's point of interconnection with the host DU's electric network;
 - iii. electric network relay, protection and isolation equipment as are necessary and required to safely protect the host DU's electric network, either from flows into the DU's system produced by the DG or flows into the customer's facility in the event of the loss of the DG; and
 - d. creation of tariffs or special contracts applicable to DG customers where the DG is a part of an area DUP resource plan.
24. If retail tariffs impose or create uneconomic barriers for customers who develop or operate DG as part of a DUP resource plan, the DU shall make reasonable efforts to eliminate such barriers, either by modifying the tariffs or by developing special contracts applicable to DG that is part of a DUP resource plan. Strategies should be selected and designed to maximize the probability of achieving a least-cost solution and, consistent with that objective, to minimize costs to other ratepayers and to manage financial and rate effects.

Incentives for DUP DSM

25. A range of incentives for the development of societally cost-effective DUP-DSM may be

appropriate as part of a DUP resource acquisition plan, depending on the circumstances. Incentives should be selected and designed to maximize the probability of achieving a least-cost solution and, consistent with that objective and principles of sound program design, to maximize and facilitate customer contribution to measure costs, minimize costs to other ratepayers and manage financial and rate effects.

Persistence and Reliability

26. When, as part of DUP implementation, a DU relies on customer-controlled DG and DSM to serve load, the DU shall take all reasonable steps necessary to ensure that appropriate measures, both physical and contractual, to maximize the probability that the resource will reduce load reliably when needed to relieve a supply problem are developed, implemented, monitored and evaluated.

DUP Pricing Principles: Network Expansion Costs

27. The Parties agree that the Board should convene one or more technical workshops in this docket, as soon as reasonably possible following submission of this MOU, to facilitate discussion among the parties to this docket and Board staff concerning the DUP pricing principles which should apply to allocation of costs in situations where the load of a particular customer or group of customers is primarily responsible for the need for major investments in electric network upgrades or in DUP DG or DSM. Upon completion of the workshop(s), the Parties should be given a further opportunity to reach agreement concerning such pricing principles.

General

28. The Board shall have jurisdiction to resolve any disputes arising under this MOU and associated Supplemental Agreements.
29. The Parties have made specific compromises to reach this MOU. The Parties agree that should the Board fail to approve this MOU in its entirety, the Parties' agreements set forth herein shall terminate, and the Parties shall have the right to file prefiled testimony on all

issues to be considered in Phase II of this docket and the Parties' agreements in this MOU shall not be construed by any party or tribunal as having precedential impact on any testimony or positions which may be advanced in these proceedings.

30. The Parties acknowledge that the Vermont Electric Power Company ("VELCO") is not a party to this MOU and has not been a participant in the Collaborative. The Parties intend that the agreements in this MOU do not set forth or alter any obligations, and do not resolve or create precedent with respect to any issue, concerning the application, analysis or implementation of DUP in connection with any VELCO transmission project or the obligations of any DU with respect thereto, except that DUP analysis and implementation by a DU shall reflect area specific avoided T&D costs associated with all VELCO transmission costs and VELCO transmission project costs avoidable or deferrable through action by the DU as part of its own projects to solve T&D problems.
31. The Parties agree that the implementation of DUP and establishment, funding, and support of the ASCs in accordance with this MOU, if the MOU with attachments is approved in its entirety by the Board, shall be considered to resolve all claims based on actions or failures to act prior to September 12, 2002 that a DU that signs this MOU failed to satisfy its DUP obligations to customers under 30 V.S.A. §§ 218c, 218b; the Board's orders in Docket Nos. 5270, 5330, 5980 or 6290; or any requirements to plan for and conduct DUP contained in a Board order specific to a DU that signs this MOU. This resolution shall include any claims accruing prior to September 12, 2002 founded upon such DUP obligations, including but not limited to claims of imprudence or non-used and usefulness based upon failure to satisfy such DUP obligations.

Attachments:

- A. Avoided Costs and Externality Adjustments: Generic Inputs to Be Used in DUP (October 10, 2002).
- B. Form for Selection of Distributed Utility Planning Areas (October 1, 2002).
- C. Master Planning for DG under 30 V.S.A. § 248 (October 8, 2002).

Dated at Montpelier, Vermont this ____ day of October, 2002.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By _____
Aaron Adler, Special Counsel

Dated at Rutland, Vermont this ____ day of October , 2002.

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By _____
Morris L. Silver, Esq.

Dated at Colchester, Vermont this ____ day of October, 2002.

GREEN MOUNTAIN POWER CORPORATION

By _____
Donald J. Rendall, General Counsel

Dated at _____, Vermont this ____ day of October, 2002.

CITIZENS COMMUNICATIONS COMPANY D/B/A CITIZENS
ENERGY SERVICES

By _____
Gary Kellogg, Manager

Dated at _____, Vermont this ____ day of October, 2002.

VERMONT ELECTRIC COOPERATIVE, INC.

By _____
Kelly Enright, General Manager

Dated at _____, Vermont this ____ day of October, 2002.

WASHINGTON ELECTRIC COOPERATIVE, INC.

By _____
Avram Patt, General Manager

Dated at Rutland, Vermont this ____ day of October, 2002.

VERMONT MARBLE POWER DIVISION OF OMYA, INC.

By _____
Edward V. Schwiebert, Duly Authorized Agent

Dated at _____, Vermont this ____ day of October, 2002.

CITY OF BURLINGTON ELECTRIC

By _____
William F. Ellis, Esq.

Dated at Montpelier, Vermont this ____ day of October, 2002.

THE STRATTON CORPORATION

By _____
Stephen Reynes, Esq.

Dated at _____, Vermont this ____ day of _____, 2002.

NAME OF PARTY (print):

Signature _____

Print name, title: _____

Dated at _____, Vermont this ____ day of _____, 2002.

NAME OF PARTY (print):

Signature _____

Print name, title: _____